



**March 9, 2020**

**City of Newport  
Attn: Barbara James  
169 SW Coast Hwy  
Newport, OR 97365**

Thank you for your interest in utilizing our services to provide employees to **City of Newport**, on a temporary basis. We sincerely appreciate this opportunity and look forward to a rewarding partnership between our two companies.

The following outlines the Agreement for Services between Barrett Business Services, Inc. ("BBSI") **City of Newport** (Client"). Should you find this agreement acceptable, please sign and return to BBSI.

1. BBSI agrees to provide employees to Client in accordance with the fees and terms as outlined in the attached Fee Schedule A. The assigned employees are the employees of BBSI; however, they are under the direct supervision and control of the Client.

2. BBSI shall be responsible for all matters related to the payment of federal, state and local payroll taxes, workers' compensation coverage, compensation, and benefits for the assigned employees.

3. The work and services shall be performed by BBSI employees at the Client's premises or such other location as designated by Client. Client may not assign any BBSI employee to work out of state without prior authorization from BBSI. The work site, equipment and working conditions shall be monitored and supervised by Client at Client's sole cost and expense. Client shall comply with all federal, state and local laws and regulations regarding the proper use and safety of equipment and premises.

4. The Client shall comply with all applicable employment related laws, including, without limiting the generality of the foregoing, the provisions of the Americans With Disabilities Act, Occupational Safety and Health Act, Fair Labor Standards Act and similar State and Federal laws and requirements. The Client shall provide such specialized job training as is necessary for the safe and proper performance of the job assigned to all BBSI employees.

5. Except for workers' compensation coverage and claims, which shall be the responsibility of BBSI, Client agrees to defend and indemnify BBSI from any claims, demands, fines, suits, actions, proceedings, orders, decrees, and judgments, including the cost, expenses and reasonable attorneys fees of whatever kind or nature, by any



party whomsoever, resulting from or in connection with any act, failure to act, conduct, breaches of this Agreement by Client, and the BBSI employees under Client's supervision and control which may have caused bodily injury, death, illness, property damage, damage to business, business interruption, or any other damage, loss or claim. Client will pay to BBSI any cost, expense and reasonable attorneys fees that BBSI may incur in defending any claim or enforcing this indemnity. Client waives any right of subrogation arising as a matter of law or otherwise which Client might hereinafter have against BBSI or BBSI employees.

6. BBSI will promptly notify the Client of the existence of any claim to which BBSI has knowledge and to which Client's indemnification obligation would apply. BBSI will deliver to Client copies of all pleadings, if any, filed or in connection with such claim and provide the Client with such further information concerning the claim as the Client may reasonably request. BBSI will use all reasonable efforts to minimize the amount of the claim.

7. Client agrees to immediately notify BBSI of any accident or injury involving a BBSI employee.

8. Client agrees not to authorize any BBSI employee to operate machinery, motor vehicles, automotive or truck equipment without prior written consent from BBSI in each instance.

9. For so long as BBSI shall supply employees to Client, Client shall maintain comprehensive general liability insurance with coverage for bodily injury, personal injury and property damage liability, medical payments with a general or aggregate limit of not less than \$1,000,000. At BBSI's discretion, BBSI may request to be named as an additional insured. Client shall furnish liability insurance for any employee authorized by BBSI to operate a vehicle for Client. The policy shall insure against public liability, for bodily injury and property damage with a minimum combined single limit of \$1,000,000. The policy shall include uninsured motorist coverage and personal injury protection coverage and name BBSI as an additional insured. Client shall provide BBSI with a certificate of insurance certifying that the above coverages are in place during the term of this Agreement.

10. In the event it is necessary for any party hereto to institute a suit in connection with this Agreement or breach thereof, the prevailing party in such suit shall be entitled to reimbursement for its reasonable costs, expenses and attorneys fees incurred, including fees incurred on any appeal or review.

11. Both BBSI and Client shall comply with all applicable labor laws and laws regarding equal employment opportunities, whether federal, state or local.

12. Client acknowledges the considerable costs BBSI incurs to recruit, evaluate, and assign employees. Client agrees to discuss all matters concerning their



assignment with BBSI. Client agrees not to offer to employ, or cause to be employed, said employee(s) for a minimum of 90 days from the initial date of assignment.

13. This agreement may be terminated by either BBSI or Client, with or without cause, upon thirty days written notice.

14. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon.

15. This Agreement represents the entire agreement between BBSI and Client. Each party to this Agreement acknowledges that no representation, inducements or promises, orally or otherwise, have been made by either party, which are not embodied herein, and that any other agreement, statement or promise which is not contained in this Agreement shall not be valid or binding, on either party.

16. This Agreement for Services correctly sets forth the understanding of BBSI and City of Newport.

BBSI:

Barrett Business Services, Inc.

By: K. Clements  
Signature

Name: Kristin Arment  
Print Name of Person Signing Agreement

Title: Operations Mgr  
Print Title of Person Signing Agreement

Client:

City of Newport  
Print Client Name

By: Margaret M. Hawker  
Signature

Name: MARGARET M. HAWKER  
Print Name of Person Signing Agreement

Title: Acting City Manager  
Print Title of Person Signing Agreement

Date: 3/11/2020  
Date Person Signed Agreement

Guarantor:

\_\_\_\_\_  
Print Individual Guarantor's Name

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Date Guarantor Signed Agreement



**FEE SCHEDULE "A"**

**AGREEMENT FOR SERVICES - PAYMENT RATES AND PAYMENT TERMS**

Job Classification Code(s)	Fee Schedule (%Markup or \$Bill Rate)	
	Straight Time	Overtime
General Clerical (8810)	1.25%	1.25%
Office – Special (8810A)	1.30%	1.30%
General Labor (9014)	1.33%	1.33%
Wastewater Treatment Plant (5610)	1.33%	1.33%
Airport (7422)	1.33%	1.33%
General Labor (9014)	1.33%	1.33%
(Wage x Markup = Hourly Bill Rate)		

**Payment Terms:**

**WEEKLY EFT SETUP REQUIRED**

**Security deposit: N/A**

**Weekly time cards – Pay periods are Monday through Sunday with paydays each Friday.**

BBSI's fee schedule is conditioned upon the promise of Client to pay all invoices billed at the time which the invoice is due. Failure to pay any invoice when due OR any returned checks will result in immediate cancellation of this Agreement.